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Temple Corporation of The Church of  
Jesus Christ of Latter-day Saints

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

JOHN DM DOE,  
Plaintiff,  
vs.

THE CHURCH OF JESUS CHRIST OF  
LATTER-DAY SAINTS, a nonprofit  
corporation; TEMPLE  
CORPORATION OF THE CHURCH  
OF JESUS CHRIST OF LATTER-DAY  
SAINTS, nonprofit corporation; THE  
LONG BEACH CALIFORNIA EAST  
STAKE, also know as THE CHURCH  
OF JESUS CHRIST OF LATTER-DAY  
SAINTS, an entity of unknown form;  
and DOES 1 to 100 inclusive,  
Defendants.

Case No. 2:24-cv-11053-SB (SSCx)

Judge: Hon. Stanley Blumenfeld, Jr.

[Discovery Document: Referred to  
Magistrate Judge Stephanie S. Christensen]

**[PROPOSED] STIPULATED  
PROTECTIVE ORDER**

Trial Date: None Set

1 **1. INTRODUCTION**

2 1.1 Purposes and Limitations. Discovery in this action is likely to involve  
3 production of confidential, proprietary, or private information for which special  
4 protection from public disclosure and from use for any purpose other than  
5 prosecuting this litigation may be warranted. Accordingly, the parties hereby  
6 stipulate to and petition the court to enter the following Stipulated Protective Order.  
7 The parties acknowledge that this Order does not confer blanket protections on all  
8 disclosures or responses to discovery and that the protection it affords from public  
9 disclosure and use extends only to the limited information or items that are entitled  
10 to confidential treatment under the applicable legal principles.

11 1.2 Good Cause Statement.

12 This Action arises from allegations of childhood sexual abuse and is likely to  
13 involve medical records, psychiatric records, confidential church membership  
14 records, and other private information implicating the privacy rights of third parties  
15 for which special protection from public disclosure and from use for any purpose  
16 other than prosecution of this action is warranted. Accordingly, to expedite the flow  
17 of information, to facilitate the prompt resolution of disputes over confidentiality of  
18 discovery materials, to adequately protect information the parties are entitled to keep  
19 confidential, to ensure that the parties are permitted reasonable necessary uses of  
20 such material in preparation for and in the conduct of trial, to address their handling  
21 at the end of the litigation, and serve the ends of justice, a protective order for such  
22 information is justified in this matter. It is the intent of the parties that information  
23 will not be designated as confidential for tactical reasons and that nothing be so  
24 designated without a good faith belief that it has been maintained in a confidential,  
25 non-public manner, and there is good cause why it should not be part of the public  
26 record of this case.

27 1.3 Acknowledgment of Procedure for Filing Under Seal. The parties  
28 further acknowledge, as set forth in Section 12.3, below, that this Stipulated

1 Protective Order does not entitle them to file confidential information under seal;  
2 Local Rule 79-5 sets forth the procedures that must be followed and the standards  
3 that will be applied when a party seeks permission from the court to file material  
4 under seal.

5       There is a strong presumption that the public has a right of access to judicial  
6 proceedings and records in civil cases. In connection with non-dispositive motions,  
7 good cause must be shown to support a filing under seal. *See Kamakana v. City*  
8 *and Cnty. of Honolulu*, 447 F.3d 1172, 1176 (9th Cir. 2006), *Phillips ex rel. Ests. of*  
9 *Byrd v. Gen. Motors Corp.*, 307 F.3d 1206, 1210–11 (9th Cir. 2002), *Makar-*  
10 *Welbon v. Sony Elecs., Inc.*, 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated  
11 protective orders require good cause showing), and a specific showing of good  
12 cause or compelling reasons with proper evidentiary support and legal justification,  
13 must be made with respect to Protected Material that a party seeks to file under  
14 seal. The parties' mere designation of Disclosure or Discovery Material as  
15 CONFIDENTIAL does not—without the submission of competent evidence by  
16 declaration, establishing that the material sought to be filed under seal qualifies as  
17 confidential, privileged, or otherwise protectable—constitute good cause.

18       Further, if a party requests sealing related to a dispositive motion or trial,  
19 then compelling reasons, not only good cause, for the sealing must be shown, and  
20 the relief sought shall be narrowly tailored to serve the specific interest to be  
21 protected. *See Pintos v. Pac. Creditors Ass'n*, 605 F.3d 665, 677–79 (9th Cir.  
22 2010). For each item or type of information, document, or thing sought to be filed  
23 or introduced under seal in connection with a dispositive motion or trial, the party  
24 seeking protection must articulate compelling reasons, supported by specific facts  
25 and legal justification, for the requested sealing order. Again, competent evidence  
26 supporting the application to file documents under seal must be provided by  
27 declaration.

28 ///

Any document that is not confidential, privileged, or otherwise protectable in its entirety will not be filed under seal if the confidential portions can be redacted. If documents can be redacted, then a redacted version for public viewing, omitting only the confidential, privileged, or otherwise protectable portions of the document, shall be filed. Any application that seeks to file documents under seal in their entirety should include an explanation of why redaction is not feasible.

## **2. DEFINITIONS**

2.1 Action: *John DM Doe v. Church of Jesus Christ of Latter-day Saints, et al*, No. 2:24-cv-11053-SB (SSCx)

2.2 Challenging Party: a Party or Non-Party that challenges the designation of information or items under this Order.

2.3 “CONFIDENTIAL” Information or Items: information (regardless of how it is generated, stored or maintained) or tangible things that qualify for protection under Rule 26(c) of the Federal Rules of Civil Procedure, and as specified above in the Good Cause Statement.

2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their support staff).

2.5 Designating Party: a Party or Non-Party that designates information or items that it produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

2.6 Disclosure or Discovery Material: all items or information, regardless of the medium or manner in which it is generated, stored, or maintained (including, among other things, testimony, transcripts, and tangible things), that are produced or generated in disclosures or responses to discovery in this matter.

2.7 Expert: a person with specialized knowledge or experience in a matter pertinent to the litigation who has been retained by a Party or its counsel to serve as an expert witness or as a consultant in this Action.

2.8 Final Disposition: the later of (1) dismissal of all claims and defenses

1 in this Action, with or without prejudice; and (2) final judgment herein after the  
2 completion and exhaustion of all appeals, rehearings, remands, trials, or reviews of  
3 this Action, including the time limits for filing any motions or applications for  
4 extension of time pursuant to applicable law.

5 2.9 In-House Counsel: attorneys who are employees of a party to this  
6 Action, and, for purposes of Defendants, attorneys from Kirton McConkie and their  
7 staff. In-House Counsel does not include Outside Counsel of Record or any other  
8 outside counsel.

9 2.10 Non-Party: any natural person, partnership, corporation, association, or  
10 other legal entity not named as a Party to this action.

11 2.11 Outside Counsel of Record: attorneys who are not employees of a party  
12 to this Action but are retained to represent or advise a party to this Action and have  
13 appeared in this Action on behalf of that party or are affiliated with a law firm which  
14 has appeared on behalf of that party, and includes support staff.

15 2.12 Party: any party to this Action, including all of its officers, directors,  
16 employees, consultants, retained experts, and Outside Counsel of Record (and their  
17 support staffs).

18 2.13 Producing Party: a Party or Non-Party that produces Disclosure or  
19 Discovery Material in this Action.

20 2.14 Professional Vendors: persons or entities that provide litigation-  
21 support services (e.g., photocopying, videotaping, translating, preparing exhibits or  
22 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
23 and their employees and subcontractors.

24 2.15 Protected Material: any Disclosure or Discovery Material that is  
25 designated as “CONFIDENTIAL.”

26 2.16 Receiving Party: a Party that receives Disclosure or Discovery Material  
27 from a Producing Party.

28 ///

1 **3. SCOPE**

2 The protections conferred by this Stipulation and Order cover not only  
3 Protected Material (as defined above), but also (1) any information copied or  
4 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
5 compilations of Protected Material; and (3) any testimony, conversations, or  
6 presentations by Parties or their Counsel that might reveal Protected Material.

7 Any use of Protected Material at trial shall be governed by the orders of the  
8 trial judge. This Stipulated Protective Order does not govern the use of Protected  
9 Material at trial.

10 **4. TRIAL AND DURATION**

11 The terms of this Stipulated Protective Order apply through Final Disposition  
12 of the Action.

13 Once a case proceeds to trial, information that was designated as  
14 CONFIDENTIAL or maintained pursuant to this Stipulated Protective Order and  
15 used or introduced as an exhibit at trial becomes public and will be presumptively  
16 available to all members of the public, including the press, unless compelling  
17 reasons supported by specific factual findings to proceed otherwise are made to the  
18 trial judge in advance of the trial. *See Kamakana*, 447 F.3d at 1180–81  
19 (distinguishing “good cause” showing for sealing documents produced in discovery  
20 from “compelling reasons” standard when merits-related documents are part of  
21 court record). Accordingly, for such materials, the terms of this Stipulated  
22 Protective Order do not extend beyond the commencement of the trial.

23 Even after Final Disposition of this litigation, the confidentiality obligations  
24 imposed by this Stipulated Protective Order shall remain in effect until a  
25 Designating Party agrees otherwise in writing or a court order otherwise directs.

26 **5. DESIGNATING PROTECTED MATERIAL**

27 5.1 Exercise of Restraint and Care in Designating Material for  
28 Protection. Each Party or Non-Party that designates information or items for

1 protection under this Order must take care to limit any such designation to  
2 specific material that qualifies under the appropriate standards. The  
3 Designating Party must designate for protection only those parts of material,  
4 documents, items, or oral or written communications that qualify so that other  
5 portions of the material, documents, items, or communications for which  
6 protection is not warranted are not swept unjustifiably within the ambit of this  
7 Order.

8 Mass, indiscriminate, or routinized designations are prohibited. Designations  
9 that are shown to be clearly unjustified or that have been made for an improper  
10 purpose (e.g., to unnecessarily encumber the case development process or to  
11 impose unnecessary expenses and burdens on other parties) may expose the  
12 Designating Party to sanctions.

13 If it comes to a Designating Party's attention that information or items that it  
14 designated for protection do not qualify for protection, that Designating Party must  
15 promptly notify all other Parties that it is withdrawing the inapplicable designation.

16 5.2 Manner and Timing of Designations. Except as otherwise  
17 provided in this Stipulated Protective Order (*see, e.g.*, second paragraph of  
18 section 5.2(a) below), or as otherwise stipulated or ordered, Disclosure or  
19 Discovery Material that qualifies for protection under this Stipulated  
20 Protective Order must be clearly so designated before the material is disclosed  
21 or produced.

22 Designation in conformity with this Stipulated Protective Order requires:

23 (a) for information in documentary form (e.g., paper or electronic  
24 documents, but excluding transcripts of depositions or other pretrial or trial  
25 proceedings), that the Producing Party affix at a minimum, the legend  
26 "CONFIDENTIAL" to each page that contains protected material. If only a  
27 portion or portions of the material on a page qualifies for protection, the Producing  
28 Party also must clearly identify the protected portion(s) (e.g., by making



1 appropriate markings in the margins).

2 A Party or Non-Party that makes original documents available for inspection  
3 need not designate them for protection until after the inspecting Party has indicated  
4 which documents it would like copied and produced. During the inspection and  
5 before the designation, all of the material made available for inspection shall be  
6 deemed CONFIDENTIAL. After the inspecting Party has identified the documents  
7 it wants copied and produced, the Producing Party must determine which  
8 documents, or portions thereof, qualify for protection under this Stipulated  
9 Protective Order. Then, before producing the specified documents, the Producing  
10 Party must affix the “CONFIDENTIAL” legend to each page that contains  
11 Protected Material. If only a portion or portions of the material on a page qualifies  
12 for protection, the Producing Party also must clearly identify the protected  
13 portion(s) (e.g., by making appropriate markings in the margins).

14 (b) for testimony given in depositions that the Designating Party identify  
15 the Disclosure or Discovery Material on the record, before the close of the  
16 deposition all protected testimony.

17 (c) for information produced in some form other than documentary and  
18 for any other tangible items, that the Producing Party affix in a prominent place on  
19 the exterior of the container or containers in which the information is stored the  
20 “CONFIDENTIAL” legend. If only a portion or portions of the information  
21 warrants protection, the Producing Party, to the extent practicable, shall identify the  
22 protected portion(s).

23 5.3 Inadvertent Failures to Designate. If timely corrected, an  
24 inadvertent failure to designate qualified information or items does not,  
25 standing alone, waive the Designating Party’s right to secure protection under  
26 this Order for such material. Upon timely correction of a designation, the  
27 Receiving Party must make reasonable efforts to assure that the material is  
28 treated in accordance with the provisions of this Stipulated Protective Order.



1 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

2 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
3 designation of confidentiality at any time that is consistent with the court's  
4 Scheduling Order.

5 6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
6 resolution process under Local Rule 37.1 et seq. and with Section 2 of Judge  
7 Christensen's Civil Procedures titled "Brief Pre-Discovery Motion Conference."<sup>1</sup>

8 6.3 The burden of persuasion in any such challenge proceeding shall be on  
9 the Designating Party. Frivolous challenges, and those made for an improper  
10 purpose (e.g., to harass or impose unnecessary expenses and burdens on other  
11 parties) may expose the Challenging Party to sanctions. Unless the Designating  
12 Party has waived or withdrawn the confidentiality designation, all parties shall  
13 continue to afford the material in question the level of protection to which it is  
14 entitled under the Producing Party's designation until the court rules on the  
15 challenge.

16 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

17 7.1 Basic Principles. A Receiving Party may use Protected Material that  
18 is disclosed or produced by another Party or by a Non-Party in connection with this  
19 Action only for prosecuting, defending, or attempting to settle this Action. Such  
20 Protected Material may be disclosed only to the categories of persons and under the  
21 conditions described in this Order. When the Action reaches a Final Disposition, a  
22 Receiving Party must comply with the provisions of section 13 below.

23 Protected Material must be stored and maintained by a Receiving Party at a  
24 location and in a secure manner that ensures that access is limited to the persons  
25 authorized under this Stipulated Protective Order.

26  
27 <sup>1</sup> Judge Christensen's Procedures are available at  
28 <https://www.cacd.uscourts.gov/honorable-stephanie-s-christensen>.

1           7.2    Disclosure of “CONFIDENTIAL” Information or Items. Unless  
2 otherwise ordered by the court or permitted in writing by the Designating Party, a  
3 Receiving Party may disclose any information or item designated  
4 “CONFIDENTIAL” only:

5           (a) to the Receiving Party’s Outside Counsel of Record in this Action, as  
6 well as employees of said Outside Counsel of Record to whom it is reasonably  
7 necessary to disclose the information for this Action;

8           (b) to the officers, directors, and employees (including House Counsel) of  
9 the Receiving Party to whom disclosure is reasonably necessary for this Action;

10          (c) to Experts (as defined in this Order) of the Receiving Party to whom  
11 disclosure is reasonably necessary for this Action and who have signed the  
12 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

13          (d) to the court and its personnel;

14          (e) to court reporters and their staff;

15          (f) to professional jury or trial consultants, mock jurors, and Professional  
16 Vendors to whom disclosure is reasonably necessary for this Action and who have  
17 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

18          (g) to the author or recipient of a document containing the information or  
19 a custodian or other person who otherwise possessed or knew the information;

20          (h) during their depositions, to witnesses, and attorneys for witnesses, in  
21 the Action to whom disclosure is reasonably necessary, provided: (1) the deposing  
22 party requests that the witness sign the “Acknowledgment and Agreement to Be  
23 Bound” (Exhibit A); and (2) the witness will not be permitted to keep any  
24 confidential information unless they sign the “Acknowledgment and Agreement to  
25 Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or  
26 ordered by the court. Pages of transcribed deposition testimony or exhibits to  
27 depositions that reveal Protected Material may be separately bound by the court  
28 reporter and may not be disclosed to anyone except as permitted under this

1 Stipulated Protective Order; and

2 (i) to any mediator or settlement officer, and their supporting personnel,  
3 mutually agreed upon by any of the parties engaged in settlement discussions.

4 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED**  
5 **PRODUCED IN OTHER LITIGATION**

6 If a Party is served with a subpoena or a court order issued in other litigation  
7 that compels disclosure of any information or items designated in this Action as  
8 “CONFIDENTIAL,” that Party must:

9 (a) promptly notify in writing the Designating Party. Such notification  
10 shall include a copy of the subpoena or court order;

11 (b) promptly notify in writing the party who caused the subpoena or order  
12 to issue in the other litigation that some or all of the material covered by the  
13 subpoena or order is subject to this Protective Order. Such notification shall include  
14 a copy of this Stipulated Protective Order; and

15 (c) cooperate with respect to all reasonable procedures sought to be  
16 pursued by the Designating Party whose Protected Material may be affected.

17 If the Designating Party timely seeks a protective order, the Party served  
18 with the subpoena or court order shall not produce any information designated in  
19 this action as “CONFIDENTIAL” before a determination by the court from which  
20 the subpoena or order issued, unless the Party has obtained the Designating Party’s  
21 permission. The Designating Party shall bear the burden and expense of seeking  
22 protection in that court of its confidential material and nothing in these provisions  
23 should be construed as authorizing or encouraging a Receiving Party in this Action  
24 to disobey a lawful directive from another court.

25 **9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**  
26 **PRODUCED IN THIS LITIGATION**

27 9.1 Application. The terms of this Stipulated Protective Order are  
28 applicable to information produced by a Non-Party in this Action and

1 designated as “CONFIDENTIAL.” Such information produced by Non-  
2 Parties in connection with this litigation is protected by the remedies and  
3 relief provided by this Order. Nothing in these provisions should be  
4 construed as prohibiting a Non-Party from seeking additional protections.

5 9.2 Notification. In the event that a Party is required, by a valid  
6 discovery request, to produce a Non-Party’s confidential information in its  
7 possession, and the Party is subject to an agreement with the Non-Party not  
8 to produce the Non-Party’s confidential information, then the Party shall:

9 (a) promptly notify in writing the Requesting Party and the  
10 Non-Party that some or all of the information requested is subject to a  
11 confidentiality agreement with a Non-Party;

12 (b) make the information requested available for inspection  
13 by the Non-Party, if requested.

14 9.3 Conditions of Production. If the Non-Party fails to seek a  
15 protective order from this court within 14 days of receiving the notice and  
16 accompanying information, the Receiving Party may produce the Non-Party’s  
17 confidential information responsive to the discovery request. If the Non-Party  
18 timely seeks a protective order, the Receiving Party shall not produce any  
19 information in its possession or control that is subject to the confidentiality  
20 agreement with the Non-Party before a determination by the court. Absent a  
21 court order to the contrary, the Non-Party shall bear the burden and expense  
22 of seeking protection in this court of its Protected Material.

23 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

24 If a Receiving Party learns that, by inadvertence or otherwise, it has  
25 disclosed Protected Material to any person or in any circumstance not authorized  
26 under this Stipulated Protective Order, the Receiving Party must immediately (a)  
27 notify in writing the Designating Party of the unauthorized disclosures, (b) use its  
28 best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform

the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to execute the “Acknowledgment and Agreement to Be Bound” (Exhibit A).

**11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL**

When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Rule 26(b)(5)(B) of the Federal Rules of Civil Procedure. This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review. Pursuant to Rules 502(d) and (e) of the Federal Rules of Evidence, insofar as the parties reach an agreement on the effect of disclosure of a communication or information covered by the attorney-client privilege or work product protection, the parties may incorporate their agreement in the stipulated protective order submitted to the court.

**12. MISCELLANEOUS**

12.1 Right to Further Relief. Nothing in this Stipulated Protective Order abridges the right of any person to seek its modification by the court in the future.

12.2 Right to Assert Other Objections. By stipulating to the entry of this Stipulated Protective Order no Party waives any right it otherwise would have to object to disclosing or producing any information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no Party waives any right to object on any ground to use in evidence of any of the material covered by this Stipulated Protective Order.

12.3 Filing Protected Material. A Party that seeks to file under seal any Protected Material must comply with Local Rule 79-5. Protected Material may only be filed under seal pursuant to a court order authorizing the sealing of the specific Protected Material at issue. If a Party's request to file Protected Material

1 under seal is denied by the court, then the Receiving Party may file the information  
2 in the public record unless otherwise instructed by the court.

3 **13. FINAL DISPOSITION**

4 After the Final Disposition of this Action, as defined in paragraph 4, within  
5 60 days of a written request by the Designating Party, each Receiving Party must  
6 return all Protected Material to the Producing Party or destroy such material. As  
7 used in this subdivision, “all Protected Material” includes all copies, abstracts,  
8 compilations, summaries, and any other format reproducing or capturing any of the  
9 Protected Material. Whether the Protected Material is returned or destroyed, the  
10 Receiving Party must submit a written certification to the Producing Party (and, if  
11 not the same person or entity, to the Designating Party) by the 60 day deadline that  
12 (1) identifies (by category, where appropriate) all the Protected Material that was  
13 returned or destroyed and (2) affirms that the Receiving Party has not retained any  
14 copies, abstracts, compilations, summaries or any other format reproducing or  
15 capturing any of the Protected Material. Notwithstanding this provision, Counsel is  
16 entitled to retain an archival copy of all pleadings, motion papers, trial, deposition,  
17 and hearing transcripts, legal memoranda, correspondence, deposition and trial  
18 exhibits, expert reports, attorney work product, and consultant and expert work  
19 product, even if such materials contain Protected Material. Any such archival  
20 copies that contain or constitute Protected Material remain subject to this Protective  
21 Order as set forth in Section 4.

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1 **14. VIOLATION**

2 Any violation of this Stipulated Protective Order may be punished by any  
3 and all appropriate measures including, without limitation, contempt proceedings  
4 and/or monetary sanctions.

5 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

6 Dated: February 7, 2025

WATERS KRAUS PAUL & SIEGEL

7  
8 By: 

Kevin M. Loew

Susan M. Ulrich

Nicole R. Poursalimi

Attorneys for Plaintiff John DM Doe

13 Dated: February 13, 2025

LARSON LLP

14  
15  
16 By: 

Rick Richmond

Andrew E. Calderón

Tyler J. Franklin

Attorneys for Defendants The Church of  
Jesus Christ of Latter-day Saints and  
Temple Corporation of The Church of  
Jesus Christ of Latter-day Saints

23 IT IS SO ORDERED.

24  
25 DATED: February 14, 2025

  
STEPHANIE S. CHRISTENSEN  
UNITED STATES MAGISTRATE JUDGE